

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BEAVEX HOLDING CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 19-10316 (____)

Joint Administration Requested

DEBTORS' MOTION FOR INTERIM AND FINAL ORDERS, PURSUANT TO SECTIONS 105(a), 363, AND 364 OF THE BANKRUPTCY CODE, (I) AUTHORIZING (A) PAYMENT OF PREPETITION OBLIGATIONS INCURRED IN THE ORDINARY COURSE OF BUSINESS IN CONNECTION WITH INSURANCE PROGRAMS, INCLUDING PAYMENT OF POLICY PREMIUMS AND (B) CONTINUATION OF INSURANCE PREMIUM FINANCE AGREEMENT, AND (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby file this motion (this “Motion”) for the entry of interim and final orders, substantially in the forms attached hereto as Exhibit C (the “Interim Order”) and Exhibit D (the “Final Order,” and together with the Interim Order, the “Proposed Orders”), respectively, pursuant to sections 105(a), 363(b), and 364 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), (i) authorizing, but not directing, the Debtors to (a) continue and, to the extent necessary, renew liability, property, and other insurance policies and pay policy premiums arising thereunder or in connection therewith, including prepetition obligations arising in the ordinary course of business and (b) continue the Debtors’ insurance premium finance agreements; and (ii) authorizing banks and other financial institutions (collectively, the “Banks”)

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: BeavEx Holding Corporation (7740); BeavEx Acquisition, Inc. (5497); BeavEx Incorporated (7355); JNJW Enterprises, Inc. (4963); and USXP, LLC (2997). The headquarters for the above-captioned Debtors is located at 2120 Powers Ferry Road SE, Suite 300, Atlanta, GA 30339.

to honor and process check and electronic transfer requests related to the foregoing. The facts and circumstances supporting this Motion are set forth in the concurrently-filed *Declaration of Donald Van der Wiel in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"). In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the "Amended Order"). This is a core proceeding pursuant to 28 U.S.C. § 157(b), and pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are sections 105(a), 363(b), and 364 of the Bankruptcy Code, and Bankruptcy Rules 6003 and 6004.

BACKGROUND

3. On the date hereof (the "Petition Date"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committees have been appointed in these chapter 11 cases, and no request has been made for the appointment of a trustee or examiner.

4. Additional information regarding the Debtors' business, capital structure and the circumstances leading to the filing of these chapter 11 cases is set forth in the First Day Declaration.

RELEVANT BACKGROUND

A. The Debtors' Insurance Policies²

5. In connection with the operation of their business, the Debtors maintain workers' compensation,³ directors and officers liability, general liability, property, business automobile, shippers' interest liability, motor truck cargo and warehouse liability, hired and non-owned automobile liability, non-owned aircraft liability, leased trailer damage liability, fiduciary liability, cyber liability, umbrella and excess liability, management liability, employment practices liability, crime liability, medical malpractice liability, contingent liability, and various other insurance programs through several different insurance carriers (collectively, the "Insurers") under the insurance contracts (collectively, including any and all amendments, addenda, or attachments thereto, the "Insurance Policies") listed on Exhibit A attached hereto. All of the Insurance Policies are essential to the protection and continued operation of the Debtors' business.

² The descriptions of the Insurance Policies and the related PFA (as defined below) are intended only as a summary, and the actual terms of the foregoing shall govern in the event of any inconsistency with the descriptions set forth herein.

³ The Debtors maintain an insurance policy with respect to the Debtors' workers' compensation obligations (the "Workers' Compensation Policy"). This policy is further described in the *Debtors' Motion for Entry of an Order, Pursuant to Sections 105(a), 363(b), 363(c), 507(a)(4), and 507(a)(5) of the Bankruptcy Code, (A) Authorizing (I) Payment of Prepetition Employee Wages, Salaries and Other Compensation; (II) Payment of Prepetition Employee Business Expenses; (III) Contributions to Prepetition Employee Benefit Programs and Continuation of Such Programs in the Ordinary Course; (IV) Payment of Workers' Compensation Obligations; (V) Payments for Which Prepetition Payroll Deductions Were Made; (VI) Payment of all Costs and Expenses Incident to the Foregoing Payments and Contributions; and (VII) Payment to Third Parties of all Amounts Incident to the Foregoing Payments and Contributions; and (B) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto* (the "Employee Wage Motion") filed concurrently herewith. Any relief requested with respect to the Workers' Compensation Program is requested in the Employee Wage Motion.

6. Under the Insurance Policies, the Debtors are required to pay premiums based on fixed rates set by the Insurers. The annual premiums for the Insurance Policies amount to approximately \$3.9 million. As discussed below, the Debtors finance approximately \$3.7 million of those premiums. In addition to the annual premiums, the Debtors pay approximately \$121,000 each month as a prepayment of the under-dispatch liability policy on behalf of the Debtors' contract couriers. This cost is charged back to the contract couriers through settlement, such that the Debtors incur a net-zero cost for the under-dispatch liability policy. The Debtors believe that they are current on all Insurance Policies as of the Petition Date.

B. Premium Finance Agreements

7. It is not always economically advantageous for the Debtors to pay the premiums on some of their insurance policies on a lump-sum basis. Accordingly, from time to time, the Debtors finance the premiums for their policies pursuant to a premium financing agreement (the "PFA") with a third-party lender. The ability to finance certain Insurance Policies, and avoid paying a lump sum premium for such Insurance Policies in advance, provides significant benefits to the Debtors' liquidity position.

8. Currently, the Debtors are financing the premiums associated with the Insurance Policies that provide coverage for (i) cyber liability, (ii) crime liability, (iii) general liability, (iv) umbrella and excess liability, (v) motor truck cargo and warehouse liability, (vi) hired and non-owned auto liability, (vii) leased trailer damage liability, (viii) business automobile liability, (ix) medical malpractice, (x) shippers' interest and (xi) contingent liability (collectively, the "Financed Insurance Policies"), pursuant to one PFA with First Insurance Funding ("First Insurance"), a copy of which is attached hereto as Exhibit B.

9. Pursuant to the PFA, the Debtors made a down payment of \$743,414.65 and are required to make 10 monthly payments of \$303,954.70. The Debtors are in default under the PFA by one (1) monthly payment. As of the Petition Date, approximately \$3.04 million remains outstanding under the PFA. Pursuant to this Motion, the Debtors seek authority to honor this payment obligation in the ordinary course.

10. The Debtors incur a total of approximately \$4.0 million annually in the aggregate to cover their obligations under the Insurance Policies, including the annual premiums, self-insured and uninsured losses and the premium finance charges (collectively, the “Insurance Obligations”).

RELIEF REQUESTED

11. By this Motion, the Debtors request that the Court enter the Proposed Orders, (i) authorizing, but not directing, the Debtors to (a) continue and, to the extent necessary, renew the Insurance Policies and pay Insurance Obligations arising thereunder or in connection therewith, including such prepetition obligations arising in the ordinary course of business, and (b) continue the PFA; and (ii) authorizing the Banks to honor and process check and electronic transfer requests related thereto.

BASIS FOR RELIEF

A. The Court Should Authorize, But Not Direct, the Debtors, in Their Discretion, to Make Necessary Payments Related to the Insurance Policies to Maintain Existing Insurance Coverage

12. Maintaining the Debtors’ insurance coverage under the Insurance Policies is a crucial ordinary-course-of-business transaction. Authority to pay any prepetition amounts that may be due and owing related to the Insurance Policies—to the extent that the Debtors determine that such payment is necessary to avoid cancellation, default, alteration, assignment,

attachment, lapse, or any form of impairment of the coverage, benefits or proceeds provided under the Insurance Policies—is necessary, as the insurance coverage provided under the Insurance Policies is essential for preserving the value of the Debtors’ assets and, in most cases, such coverage is required by the various contracts and state and federal laws that govern the Debtors. *See, e.g.*, 28 U.S.C. § 959(b) (chapter 11 debtor obligated under federal law to operate chapter 11 business according to the laws of the states where business and properties are located). Further, under the chapter 11 operating guidelines issued by the United States Trustee for Region 3 pursuant to 28 U.S.C. § 586, the Debtors are obligated to maintain certain types of insurance coverage during these chapter 11 cases, which coverage is provided by certain policies included in the Insurance Policies.

13. In addition, the Debtors may need to renew or replace certain of their Insurance Policies during the pendency of these chapter 11 cases. The nonpayment of any premiums, deductibles, or related fees under any of the Insurance Policies could result in one or more of the Insurers increasing future insurance premiums, declining to renew the Insurance Policies, or refusing to enter into new insurance agreements with the Debtors. If the Insurance Policies lapse without renewal, the Debtors may be exposed to substantial liability for first party property claims and third party liability claims, to the detriment of all parties in interest.

14. Section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). A bankruptcy court may use its equitable powers under section 105 of the Bankruptcy Code to permit a debtor in possession to pay prepetition claims when payment is necessary to effectuate a debtor’s bankruptcy goals and essential to

the continued operation of the business. *See Miltenberger v. Logansport. C. & S.W.R. Co.*, 106 U.S. 286 (1882); *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981); *In re Just for Feet, Inc.*, 242 B.R. 821, 825 (D. Del. 1999) (under necessity of payment doctrine prepetition claims may be paid if essential to the continued operation of the business during reorganization); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 192 (Bankr. D. Del. 1994) (recognizing that necessity of payment doctrine authorizes payment of prepetition claims when “such payment is essential to the continued operation of the business”).

15. In addition, the Court may authorize the Debtors to pay prepetition premiums to maintain insurance coverage under section 363(b) of the Bankruptcy Code. In particular, section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” Thus, under this section, a court may authorize a debtor to pay certain prepetition claims. *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175-77 (S.D.N.Y. 1989) (affirming lower court order authorizing payment of prepetition wages pursuant to section 363(b) of the Bankruptcy Code).

B. The Court Should Authorize, But Not Direct, the Debtors, in Their Discretion, to Make Necessary Payments Under the PFA in the Ordinary Course of Business

16. If the Debtors are unable to continue making payments under the PFA, First Insurance may be permitted to terminate the Financed Insurance Policies. The Debtors would then be required to obtain replacement insurance on an expedited basis and likely at a significantly increased cost. If the Debtors are required to obtain replacement insurance and to pay a lump sum premium for such insurance in advance, this payment may be the same or greater than what the Debtors currently pay to First Insurance under the PFA. Even if First

Insurance is not permitted to terminate the Financed Insurance Policies, any interruption of payments would severely and adversely affect the Debtors' ability to finance premiums for future policies. Thus, in view of the importance of maintaining the related insurance coverage and preserving their cash flow by financing the insurance premiums, the Debtors believe that it is in the best interest of their estates and creditors for the Court to authorize the Debtors to honor the obligations under the PFA. Any other alternative would likely require considerable cash expenditures and would be detrimental to the Debtors' restructuring efforts.

17. Generally, the PFA grants First Insurance a security interest in the Financed Insurance Policies, including all unearned premium, return premium, dividend, and loss payments thereof. Security interests created by premium finance agreements generally are recognized as secured claims in bankruptcy to the extent of the amount of unearned premiums financed pursuant to such agreements. *See TIFCO, Inc. v. U.S. Repeating Arms Co. (In re U.S. Repeating Arms Co.)*, 67 B.R. 990, 994-95 (Bankr. D. Conn. 1986); *Drabkin v. A.I. Credit Corp. (In re Auto-Train Corp.)*, 9 B.R. 159, 164-66 (Bankr. D.D.C. 1981). Therefore, if the Debtors fail to make the required payments under the PFA, First Insurance could seek relief from the automatic stay, either to cancel the Financed Insurance Policies in accordance with the terms of the PFA or to seek adequate protection of its investment. *See Universal Motor Express*, 72 B.R. 208, 211 (Bankr. W.D.N.C. 1987) (recognizing that a default under the financing arrangement and the resulting decline in value of the unearned premiums justified relief from the automatic stay). Accordingly, the practical solution from the Debtors' perspective is to continue making the premium financing payments required under the PFA.

C. The Court Should Authorize the Banks to Honor and Process the Debtors' Payments Related to the Insurance Policies and Insurance Obligations

18. The Debtors also request that the Court authorize the Banks, when requested by the Debtors, in their discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations as described herein, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Debtors further request that all Banks be authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to this Motion.

SATISFACTION OF BANKRUPTCY RULE 6003(b)

19. Pursuant to Bankruptcy Rule 6003(b), any motion seeking to use property of the estate pursuant to section 363 of the Bankruptcy Code or to satisfy prepetition claims within twenty-one days of the Petition Date requires the Debtors to demonstrate that such relief "is necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(b). As set forth throughout this Motion, any disruption of the Insurance Policies, including the Financed Insurance Policies and the related PFA, and the related services received by the Debtors would substantially diminish or impair the Debtors' efforts in these chapter 11 cases to preserve and maximize the value of their estates, and directly undermine the Debtors' ability to operate their business.

20. For this reason and those set forth above, the Debtors respectfully submit that Bankruptcy Rule 6003(b) has been satisfied and that the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

WAIVER OF STAY UNDER BANKRUPTCY RULE 6004(h)

21. Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As set forth throughout this Motion, any disruption in, among other things, the Debtors’ insurance coverage would be detrimental to the Debtors, their creditors, and their estates, and would impair their ability to optimize their business performance at this critical time as they begin the chapter 11 process.

22. For this reason and those set forth above, the Debtors submit that ample cause exists to justify a waiver of the fourteen day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable to the Proposed Orders.

DEBTORS’ RESERVATION OF RIGHTS

23. Nothing in the Proposed Orders or this Motion (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; (iii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action against any of the Insurers or First Insurance; or (iv) shall be construed as a promise to pay a claim.

NOTICE

24. The Debtors have provided notice of this Motion to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Office of the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) the Debtors’ thirty (30)

largest unsecured creditors; (v) counsel to the Debtors' prepetition secured lenders and proposed post-petition secured lender; and (vi) the Debtors' Banks.

CONCLUSION

WHEREFORE, the Debtors request that the Court enter the Proposed Orders, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: Wilmington, Delaware
February 18, 2019

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Donald J. Bowman, Jr.

Joseph M. Barry (No. 4221)
Matthew B. Lunn (No. 4119)
Donald J. Bowman, Jr. (No. 4383)
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Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

*Proposed Counsel for the Debtors
and Debtors in Possession*

EXHIBIT A

Insurance Policies

<u>INSURANCE CARRIER</u>	<u>INSURANCE POLICY</u>	<u>POLICY NUMBER</u>	<u>EFFECTIVE DATE; MONTHS COVERED</u>	<u>FINANCED PROGRAM (YES/NO)</u>	<u>APPROXIMATE ANNUAL PREMIUM</u>
1. Casualty Policies					
Allied World Assurance Company	General Liability, Medical Malpractice, and other	03081757	12/31/2018; 12 months	Yes	\$68,175
The Burlington Insurance Company	General Liability	378BW4915 6	12/31/2018; 12 months	Yes	\$90,014
Navigators Insurance Company	Umbrella Excess Liability	SE19EXC82 9750IC	12/31/2018; 12 months	Yes	\$909,150
Navigators Insurance Company	Specific Excess Liability	SE19EXC93 5109IC	12/31/2018; 12 months	Yes	\$125,400
Navigators Insurance Company	Specific Excess Liability	SE19EXC84 4747IC	12/31/2018; 12 months	Yes	\$10,450
Homeland Insurance Company of New York	Contingent Liability	216-001-604	12/31/2018; 12 months	Yes	\$13,500
Allied World Assurance Company	Cyber Liability	0311-6662	12/31/2018; 12 months	Yes	\$100,000
Axis Insurance Company	Crime Liability	MMN63482 8012018	12/31/2018; 12 months	Yes	\$20,306
2. Property Policy					
American Casualty Company of Reading, PA	Property	3012537793	12/31/2018; 12 months	No	\$41,012
3. Management Liability Policies					
Axis Insurance Company	Directors and Officers; Fiduciary; and Employment Practices Liability	MMN63482 8012018	12/31/2018; 12 months	No	\$45,000
4. Workers' Compensation Policies					
One Beacon	Workers' Compensation	406-04-55- 47-0000	12/31/2018; 12 months	No	\$132,296

5. Workforce Safety & Insurance Policies					
Atlantic Specialty Insurance Company	Occupational Accident	216-001-603	12/31/2018; 12 months	No	\$0 ¹
Endurance American Insurance Company	Non-Owned Aircraft Liability	NAN6007346	02/28/2017; 24 months	No	\$7,350 ²
Lloyd's of London	Hired and Non-Owned Automobile Liability	FINFR1901672	12/31/2018; 12 months	Yes	\$1,025,000
Lloyd's of London	Leased Trailer / Physical Damage	FINFR1901672	12/31/2018; 12 months	Yes	\$30,000
Lloyd's of London	Motor Truck Cargo and Warehouse Legal Liability	FINFR1901672	12/31/2018; 12 months	Yes	\$1,075,000
Lloyd's of London	Under-Dispatch	FINFR1901672	12/31/2018; 12 months	No	\$1,450,907 ³
National Liability & Fire Insurance Company	Business Automobile Liability	73APS084131	12/31/2018; 12 months	Yes	\$6,501
Lloyd's of London	Shippers' Interest	FINFR1903006	12/31/2018; 12 months	Yes	\$100,000

¹ This Insurance Policy is offered directly to the Debtors' contract couriers and paid entirely by such contract couriers who choose to enroll. The Debtors incur no liability on account of this Insurance Policy.

² The premium for this Insurance Policy was paid in its entirety in advance on the Insurance Policy's effective date.

³ The Debtors pay the premiums for this Insurance Policy on behalf of their contract couriers before charging this cost back to such contract couriers through settlements. The Debtors incur a net-zero cost for this Insurance Policy.

EXHIBIT B

PFA

LENDER:

450 Skokie Blvd, Ste 1000

**COMMERCIAL
PREMIUM FINANCE AGREEMENT**

FIRST INSURANCE[®]
FUNDING
A WINTRUST COMPANY

Northbrook, IL 60062-7917
P:(800) 837-2511 F:(800) 837-3709
www.firstinsurancefunding.com

Quote #: 16159741

INSURED/BORROWER (Name and Address as shown on Policy) BeavEx, Incorporated 2120 Powers Ferry Road, Ste 300 Atlanta, GA 30329	Customer ID: N/A	AGENT or BROKER (Name and Business Address) ALLIANT INSURANCE SRVCS-MARINE & ENERGY 121 SW SALMON ST. SUITE 1100 PORTLAND, OR 97204
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LOAN DISCLOSURE

Total Premiums, Taxes and Fees	Cash Down Payment	Unpaid Premium Balance	Documentary Stamp Tax (only applicable in Florida)	Amount Financed (amount of credit provided on your behalf)	FINANCE CHARGE (dollar amount the credit will cost you)	Total of Payments (amount paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
3,716,473.24	743,414.65	2,973,058.59	0.00	2,973,058.59	66,488.41	3,039,547.00	4.850 %

YOUR PAYMENT SCHEDULE WILL BE: Mail Payments to: **FIRST Insurance Funding, PO Box 7000, Carol Stream, IL 60197-7000**

Number of Payments	Amount of Each Payment	First Installment Due	01/31/2019
10	303,954.70	Installment Due Dates	31st (Monthly)

SECURITY INTEREST. INSURED/BORROWER ("Insured") grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, N.A. ("LENDER") a security interest in the financed policies and any additional premiums required under the financed policies, including (but only to the extent permitted by applicable law) all return premiums, dividend payments, and loss payments which reduce unearned premium, subject to any mortgagee or loss payee interest. If any circumstances exist in which premiums related to any financed policy could become fully earned in the event of loss, LENDER shall be named a loss-payee with respect to such policy.

FINANCE CHARGE. The finance charge begins accruing on the earliest effective date of the policies listed in the Schedule of Policies. The finance charge may include a nonrefundable service charge equal to the maximum amount permitted by law. The finance charge is computed using a 365-day calendar year.

LATE PAYMENT. A late charge will be assessed on any installment at least 5 days in default (7 days in VA; 10 days in MA & TX; or later date as required by law.). This late charge will equal 5% of the delinquent installment or the maximum late charge permitted by law, whichever is less (greater of \$10 or 5% in FL; greater of \$25 or 1.5% in NJ; \$5 maximum in DE, MT and ND; \$100 maximum in MD; 5% in VA).

PREPAYMENT. Insured is entitled to a refund of the unearned finance charge if the loan is prepaid in full. The refund shall be computed according to applicable law.

SCHEDULE OF POLICIES

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
TBD	C00157-NAVIGATORS INSURANCE COMPANY G00025-CRC INSURANCE SERVICES [ME:25.000 %, CX:0] [SR]	UMB	12	12/31/2018	909,150.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	36,366.00
TBD	C00005-LLOYDS OF LONDON G02718-LOCKTON COMPANIES LLP [ME:25.000 %, CX:0] [FI, SR]	AUTO	12	12/31/2018	1,025,000.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	41,000.00
(Policies continued on next page.)					
TOTAL					3,716,473.24

Q# 16159741, PRN: 010219, CFG: 0Internal - No Restrictions, RT: 0Internal - Base, DD: 30, BM: Invoice, Qtd For: A14911 Original, Memo 0

INSURED'S AGREEMENT:

- In consideration of the premium payment by LENDER to the insurance companies listed in the Schedule of Policies, their representative or the Agent or Broker listed above, Insured promises to pay, to the order of LENDER, the Total of Payments subject to all of the provisions of this Agreement.
- POWER OF ATTORNEY.** INSURED IRREVOCABLY APPOINTS LENDER AS ITS "ATTORNEY-IN-FACT" with full power of substitution and full authority, in the event of default under this Agreement, to (i) cancel the financed policies in accordance with the provisions contained herein, (ii) receive all sums assigned to LENDER, and (iii) execute and deliver on behalf of Insured all documents relating to the insurance policies listed on the Schedule of Policies ("Financed Policies") in furtherance of this Agreement (clauses (ii) and (iii) are not applicable in Florida). This right to cancel will terminate only after Insured's indebtedness under this Agreement is paid in full.
- SIGNATURE & ACKNOWLEDGEMENT.** Insured has signed and received a copy of this Agreement. If Insured is not an individual, the undersigned is authorized to sign this Agreement on behalf of Insured. All named Insured(s), jointly and severally if more than one, agree to all provisions set forth in this Agreement. **Insured acknowledges and understands that entry into this financing arrangement is not required as a condition for obtaining insurance coverage.**
- NOTICE TO INSURED:** (1) Do not sign this Agreement before you read both pages of it, or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this Agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to receive a partial refund of the finance charge. (4) Keep a copy of this Agreement to protect your legal rights. (5) See last page of Agreement for your consent to electronic statement and notice delivery.
- EFFECTIVE DATE.** This Agreement will not become effective until it is accepted in writing by LENDER.


Signature of Insured or Authorized Agent

1/11/2019
Date

Signature of Agent

Date

The undersigned hereby warrants and agrees to the Agent or Broker Representations and Warranties set forth herein.

SCHEDULE OF POLICIES

Insured: BeavEx, Incorporated
Quote #: 16159741

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage	Policy Term	Effective Date	Premiums, Taxes and Fees
TBD	C00005-LLOYDS OF LONDON G02718-LOCKTON COMPANIES LLP [ME:25.000 %, CX:0] [FI, SR]	CRGO	12	12/31/2018	1,075,000.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	43,000.00
TBD	C00005-LLOYDS OF LONDON G02718-LOCKTON COMPANIES LLP [ME:25.000 %, CX:0] [SR]	AUTO PD	12	12/31/2018	30,000.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	1,200.00
TBD	C00204-ALLIED WORLD SURPLUS LINES INS CO [ME:25.000 %, CX:0] [90%PR]	MDML MDMLP	12	12/31/2018	68,175.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	2,727.00
TBD	C00158-NAVIGATORS SPECIALTY INSURANCE CO G00160-CRC INSURANCE SERVICES [ME:25.000 %, CX:0] [90%PR]	EXLB	12	12/31/2018	10,750.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	430.00
TBD	C00013-BURLINGTON INSURANCE COMPANY G00185-AMWINS BROKERAGE OF PA [ME:25.000 %, CX:0] [AU, 90%PR]	GL	12	12/31/2018	90,000.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	3,600.00
TBD	C00005-LLOYDS OF LONDON G02718-LOCKTON COMPANIES LLP [ME:25.000 %, CX:0] [90%PR]	LIAB	12	12/31/2018	100,000.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	4,000.00
TBD	C00158-NAVIGATORS SPECIALTY INSURANCE CO G00160-CRC INSURANCE SERVICES [ME:25.000 %, CX:0] [90%PR]	EXLB	12	12/31/2018	125,400.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	5,016.00
TBD	C00146-NATIONAL LIAB & FIRE INS CO G00160-CRC INSURANCE SERVICES [ME:25.000 %, CX:0] [90%PR]	AUTO	12	12/31/2018	6,351.00
				ERN TXS/FEES	150.00
				FIN TXS/FEES	0.00
TBD	C00080-ATLANTIC SPECIALTY INSURANCE CO [ME:25.000 %, CX:0] [AU, 90%PR]	LIAB CONT	12	12/31/2018	13,500.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	540.00
TBD	C01764-AXIS SPECIALTY INSURANCE CO [ME:25.000 %, CX:0] [90%PR]	CRME	12	12/31/2018	20,306.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	812.24
TBD	C00201-ALLIED WORLD ASSURANCE CO [ME:25.000 %, CX:0] [90%PR]	CY LIAB	12	12/31/2018	100,000.00
				ERN TXS/FEES	0.00
				FIN TXS/FEES	4,000.00

Insured: BeavEx, Incorporated

ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT

Quote #: 16159741

- 5. DEFAULT/CANCELLATION.** Insured is in default under this Agreement if (a) a payment is not received by LENDER when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against Insured, or (c) Insured fails to comply with any of the terms of this Agreement; provided, however, when required by law, Insured may be deemed in default only under clause (a) above. Clauses (b) and (c) are not applicable in FL, MD, NV, NC or VA. At any time after default, LENDER can demand and has the right to receive immediate payment of the total unpaid amount due under this Agreement even if LENDER has not received any refund of unearned premium. If Insured is in default, LENDER has no further obligation under this Agreement to pay premiums on Insured's behalf, and LENDER may pursue any of the remedies provided in this Agreement or by law. If a default by Insured results in cancellation of the Financed Policies, Insured agrees to pay a cancellation charge where allowed by law (not permitted in AK, FL, KS, KY, NV, NY, NC, PA, SC, TX or VA). If cancellation or default occurs, Insured agrees to pay LENDER interest on the balance due at the contract rate or at the maximum lawful rate, whichever is less, until the balance is paid in full or until such other date as provided by law.
- 6. LIMITATION OF LIABILITY.** Insured understands and agrees that LENDER or its assignee is not liable for any losses or damages to Insured or any person or entity upon the exercise of LENDER's right of cancellation, except in the event of willful or intentional misconduct by LENDER, except in KY.
- 7. RETURNED CHECK CHARGE.** If Insured's check is dishonored for any reason and if permitted by law, Insured will pay LENDER a returned check charge equal to the maximum fee permitted by law (\$0 in KY; \$15 in FL & NV; \$20 in VA, maximum of \$25 in MD).
- 8. REINSTATEMENT.** Once a Notice of Cancellation has been sent to any insurance company, LENDER has no duty to ask that the Financed Policy be reinstated, even if LENDER later receives a payment from Insured. If LENDER requests reinstatement, such request does not guarantee coverage will be reinstated by the insurance company. Payments that LENDER receives after sending a Notice of Cancellation may be applied to Insured's account without changing any of LENDER's rights under this Agreement.
- 9. LENDER'S RIGHTS AFTER THE POLICIES ARE CANCELLED.** After any Financed Policy is cancelled by any party or if a credit is otherwise generated, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security herein and to apply them to Insured's unpaid balance under this Agreement or any other agreement between Insured and LENDER (in VA, only to this Agreement). Receipt of unearned premiums does not constitute payment of installments to LENDER, in full or in part. Any amounts received by LENDER after cancellation will be credited to the balance due with any excess paid to Insured; the minimum refund is the greater of \$1.00 or the minimum amount allowed by law (no minimum in VA). Any deficiency shall be immediately paid by Insured to LENDER. Insured agrees that insurance companies may rely exclusively on LENDER's representations about the financed policies.
- 10. ASSIGNMENT.** Insured may not assign any Financed Policy or this Agreement without LENDER's prior written consent. LENDER may transfer its rights under this Agreement without the consent of Insured.
- 11. AGENT OR BROKER.** Insured agrees that the Agent or Broker issuing the policies or through whom the policies were issued is not the agent of LENDER, except for any action taken on behalf of LENDER with the express authority of LENDER, and LENDER is not bound by anything the Agent or Broker represents to Insured, orally or in writing, that is not contained in this Agreement. Where permissible by law, LENDER may pay some portion of the finance charge or other form of compensation to the Agent or Broker executing this Agreement for aiding in the administration of this Agreement. In NY, the Agent or Broker may assess a fee to Insured for obtaining and servicing the Financed Policies pursuant to NY CLS Ins § 2119. Any questions regarding this payment should be directed to the Agent or Broker.
- 12. COLLECTION COSTS.** Insured agrees to pay reasonable attorney fees, court costs, and other collection costs to LENDER to the extent permitted by law if this Agreement is referred to an attorney or collection agent who is not a salaried employee of LENDER to collect money that Insured owes.
- 13. GOVERNING LAW.** This Agreement is governed by and interpreted under the laws of the state where Insured resides, except for conflict of laws principles thereof. If any court finds any part of this Agreement to be invalid, such finding shall not affect the remaining provisions of this Agreement.
- 14. WARRANTY OF ACCURACY.** Insured represents and warrants that to the best of its knowledge (i) the Financed Policies are in full force and effect and that Insured has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees, (ii) that none of the Financed Policies are for personal, family or household purposes, (iii) the Cash Down Payment and any past due payments have been paid in full to the Agent or Broker in cash or other immediately available funds, (iv) all information provided herein or in connection with this Agreement is true, correct, complete and not misleading, (v) Insured is not insolvent nor presently involved in any insolvency proceeding, (vi) Insured has no indebtedness to the insurers issuing the Financed Policies, and (vii) there is no provision in the Financed Policies that would require LENDER to notify or obtain consent from any other party to effect cancellation of such policies.
- 15. ADDITIONAL PREMIUMS.** Insured agrees to fully and timely comply with all audits and pay to the insurance company any additional amount due in connection with the Financed Policies. The Amount Financed shall be applied to the Financed Policies' premium amounts and Insured shall be responsible for any additional premiums or other sums. Insured, or Agent/Broker, may request that LENDER finance additional policies and/or additional premium during the term of this Agreement, and if LENDER agrees, this Agreement shall be deemed amended accordingly. Should LENDER assign an account number to further extensions of credit, then a) this Agreement and loan documents identified by the assigned account number(s) shall be deemed to comprise a single and indivisible loan transaction, b) Insured shall irrevocably appoint LENDER as its attorney in fact in connection with additional amount financed, c) default under any component of the transaction shall constitute a default under the entire transaction, and d) unearned premium relating to any component of the transaction may be collected and applied to the entire loan transaction balance.
- 16. CORRECTIONS.** LENDER may insert the names of the insurance companies and policy numbers, if this information is not known at the time Insured signs this Agreement. LENDER is authorized to correct patent errors or omissions in this Agreement (not applicable in KY or VA).
- 17. NON-WAIVER.** Not Applicable.
- 18. THIRD PARTY FEE.** Not Applicable.
- 19. ELECTRONIC STATEMENT AND NOTICE DELIVERY.** By executing this Agreement, Insured agrees to receive all billing statements, notices, and other communications via electronic delivery in PDF format as permitted by applicable law. It is Insured's responsibility to provide LENDER with true, accurate, and complete e-mail and contact information related to this Agreement and to maintain and update promptly any changes to this information. If Insured wishes to (i) opt out of electronic statement and notice delivery, or (ii) update contact information, Insured can log into Insured's account on www.firstinsurancefunding.com or call (800) 837-2511.

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

Unless previously disclosed in writing to LENDER or specified in the Schedule of Policies, the Agent or Broker executing this Agreement expressly represents, warrants, and agrees as follows: (1) Insured has received a copy of this Agreement and has authorized this transaction, Insured's signature is genuine, and the cash down payment has been received from Insured, (2) the information contained in the Schedule of Policies including the premium amount is correct and accurately reflects the necessary coverage, (3) the policies listed in the Schedule of Policies (a) are in full force and effect, (b) are cancellable by Insured or LENDER (or its successors or assigns), (c) will generate unearned premiums which will be computed on the standard short rate or pro rata basis, and (d) do not contain any provisions which affect the standard short rate or pro rata premium computation, including but not limited to direct company bill, audit, reporting form, retrospective rating, or minimum or fully earned premium, (4) the Agent or Broker is either the insurer's authorized policy issuing agent or the broker placing the coverage directly with the insurer, except where the name of the Issuing Agent or General Agent is listed in the Schedule of Policies, (5) to the best of the Agent or Broker's knowledge, there are no bankruptcy, receivership, or insolvency proceedings affecting Insured, (6) Agent or Broker will hold harmless and indemnify LENDER and its successors and assigns against any loss or expense (including attorney's fees, court costs, and other costs) incurred by LENDER and resulting from Agent or Broker's violations of these Representations and Warranties or from Agent or Broker's errors, omissions, or inaccuracies in preparing this Agreement, (7) Agent or Broker will (a) hold in trust for LENDER any payments made or credited to Insured through or to Agent or Broker by the insurance companies or LENDER, and (b) pay these monies and the unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness under this Agreement, and (8) to fully and timely assist with all payroll audits.

California Borrowers: **FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA**

EXHIBIT C

Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BEAVEX HOLDING CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 19-10316 (___)

Jointly Administered

Ref. Docket No. _____

**INTERIM ORDER, PURSUANT TO SECTIONS 105(a), 363(b), AND 364
OF THE BANKRUPTCY CODE, (I) AUTHORIZING (A) PAYMENT OF
PREPETITION OBLIGATIONS INCURRED IN THE ORDINARY
COURSE OF BUSINESS IN CONNECTION WITH INSURANCE
PROGRAMS, INCLUDING PAYMENT OF POLICY PREMIUMS
AND (B) CONTINUATION OF INSURANCE PREMIUM FINANCE
AGREEMENT, AND (II) AUTHORIZING BANKS TO HONOR AND PROCESS
CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO**

Upon consideration of the Motion² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of interim and final orders, pursuant to sections 105(a), 363(b), and 364 of the Bankruptcy Code, (i) authorizing, but not directing, the Debtors to (a) continue and, to the extent necessary, renew the Insurance Policies and pay policy premiums arising thereunder or in connection therewith, including prepetition obligations arising in the ordinary course of business and (b) continue the PFA; and (ii) authorizing the Banks to honor and process check and electronic transfer requests related to the foregoing; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that this Court has jurisdiction

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: BeavEx Holding Corporation (7740); BeavEx Acquisition, Inc. (5497); BeavEx Incorporated (7355); JNJW Enterprises, Inc. (4963); and USXP, LLC (2997). The headquarters for the above-captioned Debtors is located at 2120 Powers Ferry Road SE, Suite 300, Atlanta, GA 30339.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis, as set forth herein.
2. The Debtors are authorized to maintain the Insurance Policies without interruption, and to renew, supplement, modify, or extend (including through obtaining “tail” coverage) the Insurance Policies, or enter into new insurance policies, and to incur and pay premiums, claims, deductibles, retrospective adjustments, administrative fees, and any other obligations that are or become due and payable arising thereunder or in connection therewith, in accordance with the same practices and procedures as were in effect prior to the Petition Date.
3. The Debtors are authorized, but not directed, in their discretion, to pay, honor, or otherwise satisfy premiums, claims, deductibles, retrospective adjustments, administrative fees, and any other obligations that were due and payable or related to the period prior to the Petition Date on account of the Insurance Policies (including the Financed Insurance Policies) and the PFA in an amount not to exceed \$800,000 on an interim basis.
4. The Debtors are authorized to (i) continue, in the ordinary course of business, the Financed Insurance Policies and the PFA, and (ii) pay the installment payments under the Financed Insurance Policies and the PFA as the same become due in the ordinary course of business. In the case of an alleged default by the Debtors under the terms of the PFA,

and prior to canceling the PFA or the Financed Insurance Policies, First Insurance shall provide the Debtors with (i) written notice of the alleged default and (ii) five (5) business days after receipt of such notice for the Debtors to cure any such default.

5. The Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Interim Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Interim Order.

6. A final hearing on the relief sought in the Motion shall be conducted on _____, 2019 at _____ (ET) (the "Final Hearing"). Any party-in-interest objecting to the relief sought at the Final Hearing or the Final Order shall file and serve a written objection, which objection shall be served upon (i) the Debtors, 2120 Powers Ferry Road SE, Suite 300, Atlanta, GA 30339 (Attn: Donald Van der Wiel (dvanderwiel@beavex.com)); (ii) counsel to the Debtors; (ii) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Joseph M. Barry, Esq. (jbarry@ycst.com), Matthew B. Lunn, Esq. (mlunn@ycst.com), and Donald J. Bowman, Jr., Esq. (dbowman@ycst.com)); (iii) counsel to the Debtors' prepetition secured lenders and proposed postpetition secured lenders, Winston Strawn, LLP, 200 Park Avenue, New York, NY 10166 (Attn. Carey D. Schreiber, Esq. (cschreiber@winston.com)) and, Ashby & Geddes, 500

Delaware Avenue, P.O. 1150, Wilmington, Delaware 19899 (Attn. Gregory Taylor, Esq. (gtaylor@ashbygeddes.com)); (iv) counsel to any statutorily appointed committee in the Chapter 11 Cases; and (v) the Office of the United States Trustee for the District of Delaware, 844 King Street, Room 2207, Wilmington, DE 19801, Attn: Jaclyn Weissgerber (Jaclyn.weissgerber@usdoj.com)), so as to be received no later than _____, 2019 at 4:00 p.m. (ET). If no objections to the entry of the Final Order are timely filed, this Court may enter the Final Order without further notice or a hearing.

7. Nothing in this Interim Order (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates; (iii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action against any of the Insurers or First Insurance; or (iv) shall be construed as a promise to pay a claim.

8. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

9. The requirements of Bankruptcy Rule 6003(b) are satisfied.

10. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be effective and enforceable immediately upon its entry.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

Dated: _____, 2019
Wilmington, Delaware

United States Bankruptcy Judge

EXHIBIT D

Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: BEAVEX HOLDING CORPORATION, <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 19-10316 (___) Jointly Administered Ref. Docket Nos. ___ & ___
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FINAL ORDER, PURSUANT TO SECTIONS 105(a), 363(b), AND 364 OF THE BANKRUPTCY CODE, (I) AUTHORIZING PAYMENT OF PREPETITION OBLIGATIONS INCURRED IN THE ORDINARY COURSE OF BUSINESS IN CONNECTION WITH INSURANCE PROGRAMS, INCLUDING PAYMENT OF POLICY PREMIUMS AND (B) CONTINUATION OF INSURANCE PREMIUM FINANCE AGREEMENT, AND (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO

Upon consideration of the Motion² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of interim and final orders, pursuant to sections 105(a), 363(b) and 364 of the Bankruptcy Code, (i) authorizing, but not directing, the Debtors to (a) continue and, to the extent necessary, renew the Insurance Policies and pay policy premiums arising thereunder or in connection therewith, including prepetition obligations arising in the ordinary course of business and (b) continue the PFA; and (ii) authorizing the Banks to honor and process check and electronic transfer requests related to the foregoing; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that this Court has jurisdiction

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: BeavEx Holding Corporation (7740); BeavEx Acquisition, Inc. (5497); BeavEx Incorporated (7355); JNJW Enterprises, Inc. (4963); and USXP, LLC (2997). The headquarters for the above-captioned Debtors is located at 2120 Powers Ferry Road SE, Suite 300, Atlanta, GA 30339.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having previously entered that certain *Interim Order, Pursuant to Sections 105(a), 363(b), and 364 of the Bankruptcy Code, (I) Authorizing (A) Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in Connection with Insurance Programs, Including Payment of Policy Premiums and (B) Continuation of Insurance Premium Finance Agreement; and (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto* [D.I. ____]; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis, as set forth herein.
2. The Debtors are authorized to maintain the Insurance Policies without interruption, and to renew, supplement, modify, or extend (including through obtaining “tail” coverage) the Insurance Policies, or enter into new insurance policies, and to incur and pay premiums, claims, deductibles, retrospective adjustments, administrative fees, and any other obligations that are or become due and payable arising thereunder or in connection therewith, in accordance with the same practices and procedures as were in effect prior to the Petition Date.
3. The Debtors are authorized, but not directed, in their discretion, to pay, honor, or otherwise satisfy premiums, claims, deductibles, retrospective adjustments, administrative fees, and any other obligations that were due and payable or related to the period

prior to the Petition Date on account of the Insurance Policies (including the Financed Insurance Policies) and the PFA.

4. The Debtors are authorized to (i) continue, in the ordinary course of business, the Financed Insurance Policies and the PFA, and (ii) pay the installment payments under the Financed Insurance Policies and the PFA as the same become due in the ordinary course of business. In the case of an alleged default by the Debtors under the terms of the PFA, and prior to canceling the PFA or the Financed Insurance Policies, First Insurance shall provide the Debtors with (i) written notice of the alleged default and (ii) five (5) business days after receipt of such notice for the Debtors to cure any such default.

5. The Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Final Order.

6. Nothing in this Final Order (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates; (iii) shall impair, prejudice,

waive, or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action against any of the Insurers or First Insurance; or (iv) shall be construed as a promise to pay a claim.

7. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

8. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be effective and enforceable immediately upon its entry.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

Dated: _____, 2019
Wilmington, Delaware

United States Bankruptcy Judge